

# EXHIBIT D

## IN THE COURT OF COMMON PLEAS OF GREENE COUNTY, OHIO SUMMONS

DOUG FISHER

Plaintiff,

vs.

Case No. 2022 CV 0322

PEKIN INSURANCE COMPANY  
Defendant.

Summons on Complaint

H4-AB23571

To the following named defendant:  
PEKIN INSURANCE COMPANY  
2505 COURT STREET  
PEKIN, IL 61558

You are hereby summoned that a complaint (a copy of which is hereto attached and made a part hereof) has been filed against you in this court by the Plaintiff(s) named herein.

You are required to serve upon the Plaintiff's attorney, or upon the Plaintiff, if he has no attorney of record, a copy of your answer to the complaint within twenty-eight (28) days after service of this summons upon you, exclusive of the day of service. Said answer must be filed with this court within three days after service on Plaintiff's Attorney.

The name and address of the Plaintiff's Attorney is as follows:

BRIAN F KAMPMAN  
ZIEGLER METZGER LLP  
1111 SUPERIOR AVENUE SUITE 1000  
CLEVELAND OH 44114  
Work Phone(216)781-5470  
Fax (216)781-0714

If you fail to appear and defend, judgment by default will be taken against you for the relief demanded in the complaint.

A. J. Williams, Clerk  
Greene County Common Pleas Court  
45 N. Detroit St.  
Xenia, OH 45385

Melissa Lamb  
Deputy Clerk

Dated: June 16, 2022  
9590926699042189120355

IN THE COURT OF COMMON PLEAS  
GREENE COUNTY, OHIO

FILED

2022 JUN 16 AM 10:03

**DOUG FISHER**  
2280 US Route 68  
Xenia, OH 45385

) CASE NO. **2022 CV 0322**

AJ WILLIAMS  
COMMON PLEAS COURT  
GREENE COUNTY, OHIO

Plaintiff,

) JUDGE **JUDGE BUCKWALTER**

vs.

**PEKIN INSURANCE COMPANY**  
2505 Court Street  
Pekin, IL 61558

) **COMPLAINT**

) [JURY DEMAND ENDORSED HEREON]

Defendants.)

**COMPLAINT**

1. Plaintiff, DOUG FISHER, is an individual residing at the address set forth above.
2. Defendant, PEKIN INSURANCE COMPANY ("Pekin" or "Defendant"), is a corporation that regularly conducts business in Greene County, Ohio and maintains its principal place of business at the address set forth above.
3. Defendant, in its regular course of business issued to Plaintiff a policy of insurance ("the Policy") covering Plaintiff's property located at 2280 US Route 68, Xenia, OH 45385 ("The Property"). Plaintiff is not in possession of the policy but it is averred that Defendant is in possession of a copy.
4. The policy number is 005547090.
5. On or about June 18, 2021, while the Policy was in full force and effect, Plaintiff suffered accidental direct physical loss to the property at 2280 US Route 68, Xenia, OH 45385 as a result of a peril insured against under the Policy issued by Pekin, to wit, wind and hail damage.

6. Notice of the covered loss was given to Defendant in a prompt and timely manner and Plaintiff, at all relevant times, fully complied with all the terms and conditions required by the Policy.

7. Defendant, despite demand for benefits under the Policy, has refused, without legal justification or cause, and continues to refuse, to fully pay to Plaintiff the monies owed for the damages suffered as a result of the loss.

8. Solely as a result of Defendant's failure and refusal to pay the full amount of benefits to Plaintiff as required under the policy, Plaintiff has suffered loss and damage reflected in the estimate attached as Exhibit "A".

#### **COUNT 1 – BREACH OF CONTRACT**

9. Plaintiff incorporates by reference the facts and allegations contained in the foregoing paragraphs 1-8 as though fully set forth hereinafter at length.

10. Defendant is obligated by the terms of the contract to indemnify Plaintiff's loss.

11. The policy covers direct physical loss to the property unless otherwise excluded in the policy.

12. Plaintiff's property suffered direct physical loss from a wind and hail event that occurred on June 18, 2021.

13. Plaintiff hired John Dekker to perform an investigation as to the damage to the property.

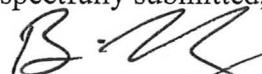
14. Mr. Dekker concluded that the loss was caused by the June 18, 2021 wind and hail event and estimated the damages as reflected in Exhibit "A".

15. Despite submission of reasonable proof and demand for full and complete payment with respect to Plaintiff's loss, Defendant has not paid to Plaintiff all the policy benefits to which he is entitled under the policy.

16. Defendant's refusal to indemnify Plaintiff's loss constitutes breach of the insurance contract.

**WHEREFORE**, Plaintiff demands judgment against Defendant for compensatory damages together with interest, court costs and damages for delay.

Respectfully submitted,

  
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Brian F. Kampman (0092386)  
Ziegler Metzger LLP  
1111 Superior Avenue, Suite 1000  
Cleveland, Ohio 44114  
216-781-5470 / Fax: 216-781-0714  
Email: [bkampman@zieglermetzger.com](mailto:bkampman@zieglermetzger.com)

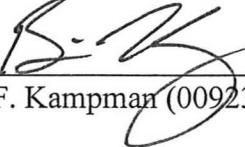
*Attorneys for Plaintiff, Doug Fisher<sup>1</sup>*

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<sup>1</sup> Filed contemporaneously with this Complaint is a Motion for Pro Hac Vice Admission for Attorney Daniel Ballard.

JURY DEMAND

Plaintiffs demand trial by jury with the maximum number of jurors allowable by law.

  
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Brian F. Kampman (0092386)